

AG Contract No. KR97-0772-TRN
ADOT ECS File No. JPA 97-49
Section: SR-143 Jct. I-10 to Washington Street
(Relocated 48th Street)

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF TEMPE**

THIS AGREEMENT is entered into 1 July, 1997,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the
STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the
"State") and the CITY OF TEMPE, acting by and through its MAYOR and CITY COUNCIL (the
"City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State and the City desire to design and construct roadway resurfacing, landscaping and drainage improvements to 48th Street from University Drive North to First Street and from University Drive South to 14th Street within the State's jurisdiction in the City, at an estimated cost of \$52,176.00, hereinafter referred to as the Project, for the safety and benefit of the motoring public, and to transfer ownership and maintenance jurisdiction for 48th Street from University Drive North to First Street and from University Drive South to 14th Street from the State to the City.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

NO. <u>21668</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>07/01/97</u>
<u>Jane & Lee Hull</u> Secretary of State
By <u>Vicky Greenwood</u>

II. SCOPE

1. The City will:

a. Provide design plans, specifications and such other documents and services required for design and construction of the Project. Obtain all necessary additional rights-of-way, easements or permits for the Project.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation due to delays or whatever reason. Be responsible for all costs associated with the Project over and above the State's contribution of \$52,176.00 for the Project.

c. Invoice the State for the cost of the Project design and construction, in an amount not to exceed \$52,176.00. Upon approval and by resolution of the City Council, accept jurisdiction and maintenance responsibility for 48th Street from University Drive North to First Street and from University Drive South to 14th Street. Waive the four year advance notification requirements of Arizona Revised Statute 28-106.

2. The State will:

Within 30 days after receipt of an invoice, pay the City for the cost of the Project, in a total amount not to exceed \$52,176.00. Upon approval and by resolution of the State Transportation Board, abandon jurisdiction and maintenance responsibility for 48th Street from University Drive North to First Street and from University Drive South to 14th Street, generally as shown on exhibit A, which is attached hereto and made a part hereof, to the City.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said improvements and transfer; provided, however, that this agreement may be cancelled at any time prior to the commencement of performance of any of the provisions of this agreement, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Tempe
City Manager
PO Box 5002
Tempe, AZ 85280-5002

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF TEMPE

STATE OF ARIZONA
Department of Transportation

By Neil G. Giuliano
NEIL G. GIULIANO
Mayor

By Peter Eno
PETER ENO
Contract Administrator

ATTEST

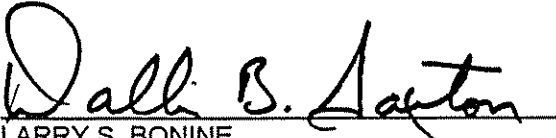
By Helen R. Fowler
HELEN FOWLER
City Clerk

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RESOLUTION

BE IT RESOLVED on this 16th day of April 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Tempe for the purpose of defining their respective responsibilities to design and construct roadway resurfacing, landscaping and drainage improvements to 48th Street from University Drive North to First Street and from University Drive South to 14th Street within the State's jurisdiction in the City, and to transfer ownership and maintenance jurisdiction for 48th Street from University Drive North to First Street and from University Drive South to 14th Street from the State to the City.

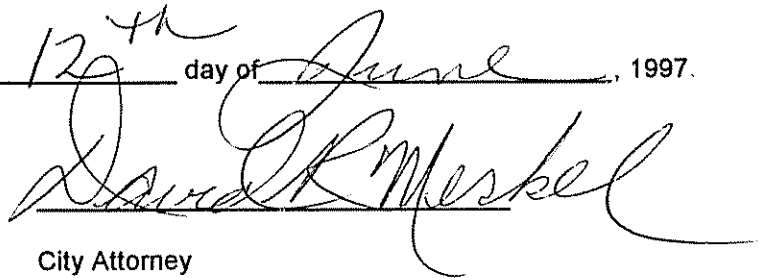
Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

for 
LARRY S. BONINE
Director

APPROVAL OF THE CITY OF TEMPE ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF TEMPE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 12th day of June, 1997.


City Attorney

I, Helen R. Fowler, City Clerk of the City of Tempe, Maricopa County, Arizona, do hereby certify the attached to be a true and exact copy of Resolution No. 97.30 approved by the Tempe City Council on June 12, 1997.

DATED this 17th day of June, 1997.

A handwritten signature in cursive script that reads "Helen R. Fowler". The signature is written in dark ink and is positioned above the printed name and title.

Helen R. Fowler, CMC
City Clerk

RESOLUTION NO. 97 30

A RESOLUTION BY THE CITY COUNCIL OF THE
CITY OF TEMPE, ARIZONA, AUTHORIZING THE
EXECUTION OF AN AGREEMENT WITH THE
STATE OF ARIZONA, DEPARTMENT OF
TRANSPORTATION

WHEREAS, it is to the mutual BENEFIT of the State of Arizona,
Department of Transportation and the City of Tempe to enter into an agreement for design
and construction of roadway surfacing, landscaping, and drainage improvements to 48th Street
from University Drive north to First Street and from University Drive south to 14th Street,
and

WHEREAS, the Arizona Department of Transportation has prepared an
agreement setting for the responsibilities for design, construction, operation, and maintenance
for each party

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF TEMPE, ARIZONA, as follows:

That the Mayor of the City of Tempe is hereby authorized to execute an
agreement with the State of Arizona, Department of Transportation setting forth the provisions
and responsibilities for the design, construction, operation, and maintenance responsibilities
for the roadway surfacing, landscaping, and drainage improvements to 48th Street from
University Drive north to First Street and from University Drive south to 14th Street

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
TEMPE, ARIZONA this 12th day of June
1997.

Neil Giuliano
Mayor

ATTEST:

Helen R. Fowler
City Clerk

APPROVED AS TO FORM:

David R. Merkell
City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

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GRANT WOODS
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR97-0772TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED June 24, 1997.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/5996